

**AGREEMENT FOR PARTICIPATION IN
SACRAMENTO-SAN JOAQUIN DELTA FLOOD RESPONSE GROUP**

This Agreement is made this 23rd day of January, 2007, by and between the Counties of Solano, Contra Costa, Sacramento, San Joaquin, and Yolo, subdivisions of the State of California.

RECITALS:

Whereas, the potential for a catastrophic flood caused by natural or man made agents in the Sacramento and San Joaquin Delta has been clearly demonstrated during the floods of 1995, 1997, 1998, 2004 and 2006, and

Whereas, such catastrophic floods simultaneously impact large hydrological basins encompassing multiple political jurisdictions thereby making such political boundaries a hindrance to most effective organization and coordination of emergency response to threats to the integrity of Delta levee systems, and

Whereas, there is currently no formal process for the identification and implementation of opportunities for improving regional flood response such as improved basin-wide coordination of available levee floodfight resources, and

Whereas, creation of a regional flood planning group to recommend joint action to governing authorities of participating jurisdictions sharing the common hydrological conditions of the Sacramento-San Joaquin Delta would provide a mechanism for creating such beneficial regional flood response processes;

THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1. CREATION OF THE SACRAMENTO-SAN JOAQUIN DELTA
FLOOD RESPONSE GROUP**

The parties to this Agreement hereby create and recognize the “Sacramento-San Joaquin Delta Flood Response Group” for the purpose of enhancing regional flood response processes that would benefit all participating jurisdictions.

This group shall constitute a planning and response partnership responsible for developing specific recommendations to governing bodies of participating jurisdictions, and to relevant Federal and State agencies, for joint action in the area of planned regional response to threats to the integrity of levee systems.

Members of the “Sacramento-San Joaquin Delta Flood Response Group” may, upon approval of recommendations by local governing bodies, jointly act to implement such recommendations as appropriate.

ARTICLE 2. CONSIDERATION

The consideration under this Agreement is the mutual advantage of increased protection afforded to each of the parties to this Agreement. There shall not be any monetary compensation required from any party to another party unless jointly developed and approved through separate agreements. Any costs for implementing recommended regional response improvements shall be borne by the individual participating jurisdictions under an agreed upon financing plan.

ARTICLE 3. FLOOD RESPONSE GROUP ORGANIZATION

The Sacramento-San Joaquin Delta Flood Response Group Steering Committee shall consist of one representative of each of the party jurisdictions to this Agreement. Such representative, and two alternates, will be appointed in writing by the governing body approving this Agreement. The Committee may only act if a quorum of its membership is present. A quorum shall be defined as a majority of its entire membership. The Committee may only approve an action by a majority vote of its entire membership. All meetings of the Committee shall comply with the requirements of the Ralph M. Brown Act (Government Code Sections 54950 et seq.). Authority to act to implement jointly agreed upon recommendations may be delegated by governing bodies of participating jurisdictions.

The Flood Response Group shall set policies and procedures subsequent to identification, development, and approval of action recommendations. Such recommendations for joint regional action will then be forwarded for review and action by governing bodies of parties to this Agreement or their designee.

The Flood Response Group will designate a chairperson to the committee. Any duly designated chairperson shall serve no more than two years before rotation of this function to a new jurisdictional representative. Additional staff of participating jurisdictions may participate in planning subcommittees as determined by the Steering Committee.

State and Federal agencies, including the United States Army Corps of Engineers, will be invited to participate in meeting and planning sessions for the purposes of enhancing final products, ensuring consistency with State and Federal planning efforts, and promoting appropriate changes in State and Federal operational procedures.

ARTICLE 4. MEETING FREQUENCY AND LOCALE

The Sacramento-San Joaquin Delta Flood Response Group Steering Committee shall meet at least four times a year within the boundaries of one of the parties to this Agreement.

ARTICLE 5. TERM OF AGREEMENT

This Agreement shall be effective from the date executed by all the parties until January 1, 2017. This Agreement may be terminated prior to the conclusion of the term by mutual agreement of a majority of the member parties.

ARTICLE 6. WITHDRAWAL OF PARTY

Any party to this Agreement may withdraw as a party to this Agreement prior to the termination of the term of this Agreement upon giving 90 days prior written notice to the other parties.

ARTICLE 7. ADDITIONAL PARTIES

Additional parties, who are a County, City, State agency, or Federal agency with jurisdiction within the area affected by the Sacramento and San Joaquin Rivers and their tributaries may join in this Agreement and become member entities upon execution of an Exhibit to this Agreement in which the entity agrees to be subject to the conditions and terms of this Agreement.

The executed Exhibit shall become a part of this Agreement automatically after the expiration of thirty days following notification by the new party to all other parties of the execution of the Exhibit. Thereafter, the entity shall be considered to be a party to this Agreement unless the entity withdraws as provided herein. Provided, however, in the event any existing party to the Agreement gives the others notice of its objection to the addition of the particular entity to the Agreement within the thirty day notice period, the addition of such party to the Agreement shall require the consent of three-fourths of the then member parties.

ARTICLE 8. INDEMNIFICATION AND HOLD HARMLESS

Each of the party's agrees to indemnify and hold the other parties harmless and waives all claims for compensation for any loss, damage, personal injury, or death incurred in consequence of the acts or omissions of the indemnifying party's own employees and agents in the performance of this Agreement.

ARTICLE 9 SALARIES, EMPLOYMENT, AND WORKER'S COMPENSATION BENEFITS

The salaries, employment and Worker's Compensation benefits of each employee participating in the Sacramento-San Joaquin Delta Flood Response Group shall be the responsibility of the party employing the individual.

IN WITNESS WHEREOF THE PARTY HERETO HAS EXECUTED THIS
AGREEMENT AS FOLLOWS:

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors

COUNTY OF SAN JOAQUIN
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By _____ (SEAL) By _____
Deputy Clerk

Title _____

Exhibit for Addition of Party to the
Agreement for Participation in
the Sacramento-San Joaquin Delta Flood Response Group

The undersigned jurisdiction/agency agrees to become a party to the _____ 2007 Agreement For Participation in the Sacramento-San Joaquin Delta Flood Response Group and to be bound to all the terms and conditions set out therein. It is understood that pursuant to Article 7 of the Agreement that this jurisdiction/agency shall automatically become a party to the Agreement thirty (30) days following notification of the execution of this Exhibit to all the existing parties to the Agreement, provided that there is no objection by any of them whereupon three fourths of the existing parties must agree to the entry of this jurisdiction. In the event that the undersigned desires to withdraw as a party to the Agreement, such withdrawal shall be effective upon receipt of notice of withdrawal by this jurisdiction as long as this jurisdiction has provided notice of the withdrawal in accordance with the provisions of the Agreement to other existing parties.

By: _____

Title

Jurisdiction